

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION



IN RE:

JERRY DEWAYNE POLK
GINGER LEIGH POLK,
Debtor(s)

CASE NO.: 05-10043
CHAPTER 7

AGREED ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

It appearing that debtors, Jerry and Ginger Polk, wish to surrender their interest in a vehicle, namely a 1999 Chevrolet Z71, VIN# 1GCEK19R9XR127052, to National Bank of Commerce ("NBC"), the secured creditor as to the vehicle, and NBC agrees to same;

IT IS, THEREFORE, ORDERED that:

1. The vehicle is surrendered to NBC, and NBC is granted relief from the automatic stay provisions of 11 U.S.C. §362 as to the vehicle.
2. The above automobile is hereby abandoned as property of the above bankruptcy estate.
3. The provisions of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure are hereby waived.
4. NBC is permitted to retrieve the vehicle and may liquidate the vehicle in accordance with applicable state law.

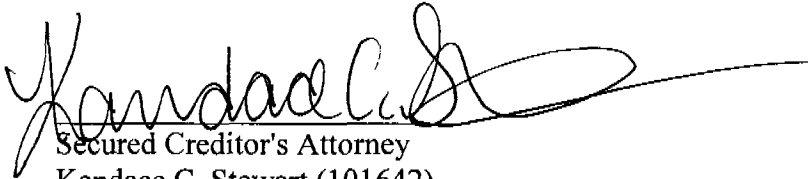


UNITED STATES BANKRUPTCY JUDGE

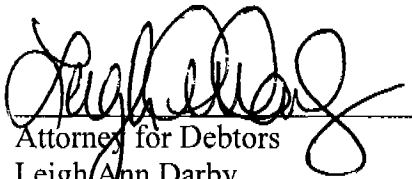
DATE: MAR 10 2005

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APPROVED FOR ENTRY:



Secured Creditor's Attorney
Kandace C. Stewart (101642)
One Memphis Place
200 Jefferson Avenue, Suite 1450
Memphis, TN 38103



Attorney for Debtors
Leigh Ann Darby
216 S. Ward Street
Senatobia, MS 38668



Alex B. Gates
Chapter 7 Trustee
P.O. Box 216
Sumner, MS 38957



**FIXED RATE / SIMPLE INTEREST
CONSUMER NOTE AND SECURITY AGREEMENT**

210312

(A) BORROWER'S NAME AND ADDRESS		DATE
PRIMARY <u>Polk, Terry</u> JOINT <u>Polk, Ginger</u> <u>1025 Winkfield Rd</u> <u>Coldwater, MS 38618</u> <small>(hereinafter "Borrower" or "you")</small>	Lender's Name and Address National Bank of Commerce One Commerce Square Memphis, Tennessee 38150 (hereafter "Bank")	Date <u>12/14/02</u> Agent # <u>2444</u> Manager # <u>1288</u> Loan # _____ Office # _____

(B) PROMISE TO PAY

Borrower, jointly and severally if more than one, promises to pay to the order of Bank, at Bank's address above, the principal amount (Amount Financed) shown below with interest (Finance Charge) accruing daily on the unpaid balance of the Amount Financed at the Annual Percentage Rate shown below. You agree to make payments according to the payment schedule set out below. The due date of the final payment is the final maturity of this Note, and any remaining unpaid Amount Financed and interest will be due on that date. If the first payment is scheduled more or less than thirty days from the date of this Note, or if Bank does not receive each payment on the scheduled payment date, the exact amounts of the Finance Charge and Total of Payments will be somewhat more or less than the amounts shown below.

(C) SECURITY

To secure payment of this Loan and any other debts you owe to Bank, you grant Bank a security interest in the following Collateral:

Year	Make	Model	Manufacturer's Vehicle Ident. No.	New/Used
1999	Chev	1271	016CE K19R9 YK127052	N

For motor vehicles:

Year	Make	Model	Series #

For Boat:

Motor	Trailer

The Collateral will also include all equipment, parts, accessories, attachments and additions to the property described above, and all replacements and proceeds of such property, and any deposits which you may now or later have with Bank. You agree to deliver to Bank, upon demand, additional collateral acceptable to Bank should Bank deem itself insecure.

(D) DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate. <u>0.25</u>	The dollar amount the credit will cost you. <u>0.50</u>	The amount of credit provided to you or on your behalf. <u>0.2567</u>	The amount you will have paid after you have made all payments scheduled. <u>0.3031</u>
YOUR PAYMENT SCHEDULE WILL BE:			
Number of Payments <u>1</u>	Amount of Payment <u>0.512</u>	When Payments Are Due-Monthly, Beginning <u>01-20-98</u>	Filing fees <u>0</u>

(E) ITEMIZATION

Amount Financed of \$0.25679

DISTRIBUTED AS FOLLOWS:

Amount paid to you directly or to named creditor on your behalf \$0.25080

Creditor _____

Amounts paid to others on your behalf:

Insurance Companies \$0.679

\$0

Filing fees \$0

Insurance. Property insurance is required, but you may obtain it from anyone acceptable to Bank. Credit life and credit disability insurance are not required to obtain credit and will not be provided unless EACH BORROWER TO BE INSURED SIGNS BELOW and you agree to pay the additional cost. The premium is included in the Amount Financed.

Security. Collateral securing other loans with Bank and deposits you may have with Bank may also secure this loan, and you are giving a security interest in the property or goods being purchased.

Prepayment. If you pay off early, you will not have to pay a penalty, and you will not be entitled to a refund of any prepaid finance charge.

Late Charge. If a payment is late by as much as 7 days, you will be charged 5% of the late payment.

See the reverse side for additional information about non-payment, default, any required payment in full before the scheduled date, prepayment refunds and penalties.

(F) INSURANCE

I WANT CREDIT LIFE INSURANCE	I WANT CREDIT DISABILITY INSURANCE
PREMIUM <u>\$0.679</u> #195	PREMIUM <u>\$0</u>
SINGLE CREDIT LIFE: PRIMARY INSURED'S SIGNATURE _____ AGE _____	INSURED'S SIGNATURE (PRIMARY BORROWER ONLY) _____ AGE _____
JOINT CREDIT LIFE: PRIMARY INSURED'S SIGNATURE _____ AGE _____ JOINT INSURED'S SIGNATURE _____ AGE _____	

(G) PLEDGE OF COLLATERAL

If someone other than Borrower owns the Collateral or will own the Collateral during the term of this Note, that person must sign below. By doing so, that person will be bound by the terms of this Note regarding the Collateral but will not be personally liable for your debt.

Owner/Pledgor's Signature _____ Address _____	Address _____
Co-Owner/Pledgor's Signature _____ Address _____	Address _____

(H) NOTICE TO COSIGNER - PLEASE READ CAREFULLY BEFORE SIGNING



YOU ARE BEING ASKED TO GUARANTEE THE DEBT. THINK CAREFULLY BEFORE YOU DO. IF BORROWER DOES NOT PAY THE DEBT, YOU WILL HAVE TO PAY. BE SURE YOU CAN AFFORD TO PAY IF YOU HAVE TO AND THAT YOU WANT TO ACCEPT THE RESPONSIBILITY. YOU MAY HAVE TO PAY UP TO THE FULL AMOUNT OF THE DEBT IF BORROWER DOES NOT PAY. YOU MAY ALSO HAVE TO PAY LATE CHARGES OR COLLECTION COSTS WHICH INCREASE THE AMOUNT. BANK CAN COLLECT THE DEBT FROM YOU WITHOUT FIRST TRYING TO COLLECT FROM BORROWER. BANK CAN USE THE SAME COLLECTION METHODS AGAINST YOU THAT CAN BE USED AGAINST BORROWER, SUCH AS SELLING YOUR EARNINGS, YOUR WAGES, ETC. IF THE DEBT IS EVER IN DEFAULT, THAT FACT MAY BECOME PART OF YOUR CREDIT RECORD. THIS NOTICE IS NOT THE CONTRACT THAT MAKES YOU LIABLE FOR THE DEBT.

(I) SIGNATURES

By signing below, you agree to all the terms of this Note, including the terms on the reverse side, and you acknowledge receipt of a completed copy of this Note.

Borrower's Signature _____

Joint Borrower's Signature _____

CERTIFICATE OF TITLE							
STATE OF MISSISSIPPI							
VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER		
1GCEK19R9XR127052	CHEV	99	GK1	3C	8187367-01		
TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW/USED	TYPE OF VEHICLE	ORIGINAL		
01/20/99	12/14/98	08	X	TRUCK	000		
OWNER				ODOMETER - TENTHS NOT INCLUDED			
POLK JERRY D				000010			
1079 WAKEFIELD				ACTUAL MILEAGE			
COLDWATER				MS 38610			
1ST LIENHOLDER (OR OWNER IF NO LIEN)				DATE MO DAY YR			
NATIONAL BANK OF COMMERCE				12/14/98			
P O BOX 2179							
MEMPHIS				TN 38101			
2ND LIENHOLDER				DATE MO DAY YR			
LIEN SATISFACTION -							
THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF							
1ST LIEN		BY					
(LIENHOLDER)		(SIGNATURE AND TITLE)					
THIS		DAY OF		19			
2ND LIEN		BY					
(LIENHOLDER)		(SIGNATURE AND TITLE)					
THIS		DAY OF		19			
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS							
THE 20 DAY OF JANUARY 19 99							
99J15398037 01649							
STATE TAX COMMISSION							
							
The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such use of security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 83-21-1, Mississippi Code of 1972, and subject to the provisions thereof.							
							
CONTROL NUMBER							
10418679							
VOID IF ALTERED							
I 81210312							

Husch & Eppenberger, LLC

Attorneys and Counselors at Law

One Memphis Place
200 Jefferson Avenue, Suite 1450
Memphis, TN 38103
Phone: 901.523.1123
Fax: 901.523.7472
www.husch.com

March 2, 2005

US Bankruptcy Court
Northern / Aberdeen
Clerk's Office
205 Federal Building
PO Drawer 867
Aberdeen, MS 39730

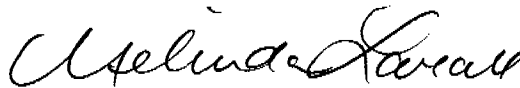
Re: **Jerry Dewayne Polk and Ginger Leigh Polk**
Case No: 05-10043
Chapter 7
NBC Account: 5001084530-0000166157

Dear Sirs / Madams:

Please find enclosed an **Agreed Order Granting Relief from Automatic Stay** filed by National Bank of Commerce. Please file this Pleading and return a stamped-filed copy to me in the enclosed self-addressed stamped envelope. Please disburse the filed copies as necessary.

If you have any questions, please don't hesitate to call.

Sincerely,



Melinda Loveall
Paralegal



ML/jh

Enclosures